

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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BETANCOURT PROPERTIES MANAGEMENT CORP.  
and RENEWAL ARTS REALTY CORP.,

Plaintiffs,

**PLAINTIFFS' ANSWER TO  
COUNTERCLAIMS  
CASE NO. 07-cv-11047 (TPG)**

**JURY TRIAL DEMANDED**

-against-

SIMPLEX GRINNELL LP a/k/a and/or d/b/a  
SIMPLEX GRINNELL or TYCO/FIRE &  
SECURITY/SIMPLEX GRINNELL,

Defendants.

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The Plaintiffs, by and through their attorney, Brian M. Limmer, Esq., as and for their Answer to Counterclaims, allege and state as follows:

**AS TO JURISDICTION**

1. Upon information and belief, Plaintiffs deny each and every allegation set forth in paragraph designated "1" of the Answer herein except Plaintiffs deny they have any knowledge or information thereof sufficient to form a belief as to the truth of each and every allegation contained therein which refers to damages and respectfully refer all questions of law to this Court.

**AS TO BACKGROUND**

2. Upon information and belief, Plaintiffs deny each and

every allegation set forth in paragraphs designated "2 and 3" of the Answer herein except Plaintiffs deny they have any knowledge or information thereof sufficient to form a belief as to the truth of each and every allegation contained therein which refers to damages and respectfully refer all questions of law to this Court and respectfully request to refer to the terms of the said document or documents at the time of trial which are referred to in the Answer.

3. Plaintiffs deny each and every allegation contained in paragraphs designated "4 and 5" of the Answer herein and respectfully refer all questions of law to the Court and respectfully request to refer to the terms of the said document or documents at the time of trial which are referred to in the Answer.

**AS TO COUNT 1 - BREACH OF CONTRACT**

4. Answering paragraph designated "6" of the Answer herein, Plaintiffs repeat, reiterate, and reallege each and every allegation set forth above.

5. Upon information and belief, Plaintiffs deny each and every allegation set forth in paragraphs designated "7 and 8" of the Answer herein except Plaintiffs deny they have any knowledge or information thereof sufficient to form a belief as to the truth of each and every allegation contained therein which refers to damages and respectfully refer all questions of law to this

Court and respectfully request to refer to the terms of the said document or documents at the time of trial which are referred to in the Answer.

**AS TO COUNT II - UNJUST ENRICHMENT**

6. Answering paragraph designated "9" of the Answer herein, Plaintiffs repeat, reiterate, and reallege each and every allegation set forth above.

7. Plaintiffs deny each and every allegation contained in paragraphs designated "10 and 11" of the Answer herein and respectfully refer all questions of law to the Court and respectfully request to refer to the terms of the said document or documents at the time of trial which are referred to in the Answer.

**COUNT III - QUANTUM MERUIT**

8. Answering paragraph designated "12" of the Answer herein, Plaintiffs repeat, reiterate, and reallege each and every allegation set forth above.

9. Plaintiffs deny each and every allegation contained in paragraphs designated "13 and 14" of the Answer herein and respectfully refer all questions of law to the Court and respectfully request to refer to the terms of the said document or documents at the time of trial which are referred to in the Answer.

**FIRST AFFIRMATIVE DEFENSE**

10. If the Defendants have been damaged as alleged in the Answer, upon information and belief, such damages were caused, in whole or in part, or were contributed to by reason of the carelessness, negligence, want of care or breach of contract on the part of the Defendants and not by any carelessness, negligence, want of care or breach of contract on the part of the answering Plaintiff, and if any carelessness, negligence, want of care or breach of contract other than that of the Defendants caused or contributed to said alleged damages, it would be carelessness, negligence, want of care or breach of contract on the part of some other party or persons, firm or corporation, his, its or their agents, servants and/or employees over whom the answering Plaintiff had no control and for whose carelessness, negligence, want of care or breach of contract said answering Plaintiff was not and is not responsible or liable.

**SECOND AFFIRMATIVE DEFENSE**

11. No damages have been sustained by the Defendants herein.

**THIRD AFFIRMATIVE DEFENSE**

12. The claim or damages, if any, of the Defendants is the result of causes over which the Plaintiff had no control.

**FOURTH AFFIRMATIVE DEFENSE**

13. The claim or damages, if any, of the Defendants is the result of third parties over whom the Plaintiff had no control.

**FIFTH AFFIRMATIVE DEFENSE**

14. The Plaintiff has performed in accordance with the terms of the agreement and, therefore, there is no liability in connection with the within matter.

**SIXTH AFFIRMATIVE DEFENSE**

15. That whatever damages were sustained by the Defendants at the time and place alleged in the Complaint were in whole or in part the result of the Defendants' own culpable conduct and any such alleged damages should be fully or partially diminished by said culpable conduct and want of care pursuant to CPLR Article 14-A.

**SEVENTH AFFIRMATIVE DEFENSE**

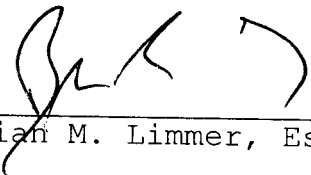
16. The Defendants are barred from recovery in this proceeding by the doctrine of unclean hands.

**WHEREFORE**, Plaintiffs respectfully demand that Defendant's Counterclaims be dismissed in full and in part together with such other and further relief as the Court deems just, proper and equitable.

Dated: Mineola, NY  
April 23, 2008

Respectfully Submitted,

BY:

  
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Brian M. Limmer, Esq. (BRIAN M.

LIMMER, ESQ.-5053)

Attorney for Plaintiffs  
114 Old Country Road  
Suite 460  
Mineola, NY 11501  
(516) 877-8100

To: Michael D. Shalhoub, Esq. (MS-2879)  
Suzin L. Raso, Esq. (SR-5426)  
GOLDBERG SEGALLA, LLP.  
170 Hamilton Avenue, Suite 203  
White Plains, New York 10601-1717